

## BATHTUB TRUST AGAIN UNDER FIRE

## Criminal Proceedings Are Begun by Attorney- General Wickersham.

## SIXTEEN FIRMS ARE INDICTED

True Bills Also Returned Against Thirty-two Individuals Connected With Trust Companies—Alleged They Combined to Fix Prices Throughout Country.

Detroit, Mich., December 6.—The anti-trust campaign of Attorney-General Wickersham shifted to Detroit this week, with the result that indictments were returned by the Federal grand jury to-day against sixteen firms and thirty-two individuals alleged to have secured control of eighty-five per cent. of the annual output of enamel, ironware, bathtubs, sinks, lavatories, etc., in the United States.

The criminal proceedings grew out of a suit to dissolve the alleged combination, begun by the government in the Federal court at Baltimore, hearings being held in Chicago, Pittsburgh and New York within the last fortnight. The evidence adduced in the hearings of the case was presented to the grand jury here by Edwin J. Grosvenor, special assistant to the attorney-general, United States District Attorney Frank H. Watson, of Detroit, and Joseph Darling, special agent of the Department of Justice. Secret hearing began here yesterday.

**Secure Control.**

It is charged by the Federal officials that as the result of a ten days' meeting of the grand jury here last April a fund of \$7,000 was sufficient to

Both the civil suit started at Baltimore and the criminal proceedings begun here have been instituted under the Sherman anti-trust law. The defendant firms in the criminal proceedings are as follows:

Standard Sanitary Manufacturing Company, Pittsburg, Pa.; A. Welskitz & Sons Company, Baltimore;

Barnes Manufacturing Company, Mansfield, O.; the Cahill Iron Works, Chattanooga, Tenn.; Colwell Lead Company, New York City; the Day-Ward Company, Warren, O.; the Humphreys Manufacturing Company, Mansfield, O.; Kerner Manufacturing Company, Pittsburg, Pa.; the J. L. Mott Iron Works, New York City; McVay & Walker, Bradnock, Pa.; the McCrum-Hower Company, New York City; the National

Sanitary Manufacturing Company, Salem, O.; Union Sanitary Manufacturing Company, Noblesville, Ind.; Wolf Manufacturing Company, Chicago, Ill.; Wheeling Enamelled Iron Company, Wheeling, W. Va.; United States Sanitary Manufacturing Company, Pittsburg, Pa.

The individual defendants include the presidents and other officers of the above concerns.

The two indictments against each defendant contain six and four counts respectively, and charge that the defendants, controlling eighty-five per cent of the annual output, combined to restrain the trade of manufacture and of jobbers of plumbing supplies by refusing to sell to jobbers handling

the goods of so-called independents in the fixing of resale prices by the divisions of the United States into eleven price zones and refusing to sell to jobbers who would not maintain the resale prices established by the alleged agreement of the defendants. It is charged that the effect of these resale prices was to make the price of the article

manufactured by the combination the same throughout the United States and to eliminate the competition of jobbers as well as of manufacturers.

**Refused to Sell.**

The indictments charge also that the defendants compelled the jobbers to enter into uniform contracts and to sell the defendants' goods.

The government officials took the ground that the evidence taken in the civil suit established that the defendants attempted to disguise their combination by the subterfuge of purchasing the patents on certain tools and

The defendants against whom indictments were found to-day were required to appear at once in the United States court here and give bonds for their appearance.

The Department of Justice today issued a statement regarding the indictment in Detroit of officials of sixteen corporations engaged in the manufacture of battle-dismantled ware, etc., which in part follows:

"The department some time since brought civil suit against the above-named corporations for the purpose of

...evidence developed the facts to be that the annual output of bathtubs and plumbers' supplies, etc., aggregated about \$15,000,000 a year; that the defendants engaged in the combination have fixed prices; that agreement, and have advanced prices fixed, and have

regulated by agreement between the combination and the jobbers, which jobbers were permitted to sell the products purchased from the combination, and that no jobber had been made to bind all jobbers in the business to sell such wares at only the prices fixed by the combination. The fact that end jobbers refused to sell to jobbers who would not agree to resell at the price fixed by the combination was refused to sell.

**Knew It Was Unlawful.**  
 "The evidence tended to show that the defendants knew when they entered into this combination that such an arrangement would be unlawful and that they accordingly sought for a way to avoid the law, the true

character of the combination; that after they had agreed upon all the terms and conditions, and upon resal-